

## **Exhibit B1**

JAN 11  
FILED  
LUCAS COUNTY

2009 JUL 17 P 3:33

COMMON PLEAS COURT  
LUCAS COUNTY  
STATE OF OHIOCOURT OF COMMON PLEAS  
LUCAS COUNTY, OHIO

010200905603

The Huntington National Bank,

) Case No. \_\_\_\_\_

Plaintiff,

) ASSIGNED TO JUDGE \_\_\_\_\_

-vs-

) Judge \_\_\_\_\_

Phil &amp; Rebecca's, LLC, et al.,

) JUDGMENT ENTRY ON FEWER THAN

Defendants.

) ALL CLAIMS AND PARTIES FINDING

) NO JUST REASON FOR DELAY

)

) Thomas P. Dillon (0059899)

) Stefanie E. Deller (0071347)

) John N. MacKay (0002801)

) SHUMAKER, LOOP &amp; KENDRICK, LLP

) North Courthouse Square

) 1000 Jackson Street

) Toledo, Ohio 43604

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) Fax: (419) 241-6894

) E-Mail sdeller2@slk-law.com

)

) Attorneys for Plaintiff

)

\* \* \*

This cause came before the Court upon the Complaint on Cognovit Notes and on Mortgages ("Complaint") of Plaintiff, The Huntington National Bank, based upon seven cognovit Promissory Notes ("Notes") issued by Defendant Phil & Rebecca's, LLC, formerly

known as Phil & Jerry's, LLC, and currently also known as Phil and Rebecca's, LLC ("Phil & Rebecca's"), copies of which are attached to the Complaint as Exhibits 1(a), 2(a), 3(a), 4(a), 5(a), 6(a), and 7(a).

Kirk J. Wicklund, an Ohio attorney, pursuant to warrants of attorney, filed confessions of judgment for and on behalf of Phil & Rebecca's as to the claims for relief in Counts 1(a), 2(a), 3(a), 4(a), 5(a), 6(a), 7(a), and 8 in the Complaint. Based upon these filings, the Court finds that:

1. The Notes were duly executed by Defendant Phil & Rebecca's;
2. Each of the Notes contain a warrant of attorney to confess judgment and to waive process and errors;
3. Defendant Phil & Rebecca's has waived the issuing and service of process in this case as to the claims for relief in Counts 1(a), 2(a), 3(a), 4(a), 5(a), 6(a), and, 7(a) of the Complaint and have confessed judgment on claims for relief in the listed Counts only in favor of Plaintiff The Huntington National Bank for \$3,141,542.16, plus interest at the contract default rate of \$255.84667 per diem from July 6, 2009 until the entire amount of the judgment is paid in full, plus court costs and attorneys' fees of \$9,000.00;
4. Defendant Phil & Rebecca's has released and waived all exceptions, errors, and rights of appeal as to the claims for relief only.
5. Pursuant to Civ. R. 54(B), this is a judgment which adjudicates fewer than all of the claims and the rights and liabilities of fewer than all parties, and there is no just reason for delay.

**It Is, Therefore, Ordered, Adjudged, And Decreed** that Plaintiff The Huntington National Bank is hereby granted judgment in its favor against Defendant Phil & Rebecca's in the

aggregate sum of \$3,141,542.16, plus interest at the contract default rate of \$255.84667 per diem from July 6, 2009 until the judgment is paid in full on each of the Notes as follows:

Note	Count and Exhibit No.	Balance	Per Diem
1	1(a)	\$365,349.01	\$49.23457
2	2(a)	\$704,548.88	\$62.41369
3	3(a)	\$494,108.13	\$34.42081
4	4(a)	\$332,707.96	\$23.17656
5	5(a)	\$486,859.07	\$33.91507
6	6(a)	\$298,888.51	\$20.68784
7	7(a)	\$459,080.60	\$31.99813

plus court costs and attorneys' fees of \$9,000.00

**It Is Further Ordered, Adjudged, And Decreed** that the claims for relief in Counts 1(b), 1(c), 2(b), 2(c), 3(b), 3(c), 4(b), 4(c), 5(b), 5(c), 6(b), 6(c), 7(b), 7(c), 8, 9, 10, and 11 are not adjudicated pursuant to this Judgment Entry and shall be continued.

**It Is Further Ordered, Adjudged, And Decreed** that, under Civ. R. 54(B), the Court determines there is no just reason for delay in entering the judgment herein.

**It Is So Ordered.**

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Judge

**PHIL & REBECCA'S NOTE BALANCES AS OF 7/6/09**

	Note Balance	Per Diem
1	\$ 365,349.01	\$ 49.23457
2	\$ 704,548.88	\$ 62.41369
3	\$ 494,108.13	\$ 34.42081
4	\$ 332,707.96	\$ 23.17656
5	\$ 486,859.07	\$ 33.91507
6	\$ 298,888.51	\$ 20.68784
7	\$ 459,080.60	\$ 31.99813

Balance of All Notes  
\$ 3,141,542.16

Per Diem for All Notes  
\$ 255.84667

Balance of Notes 1 & 2  
\$ 1,069,897.89

Per Diem for Notes 1 & 2  
\$ 111.64826

Balance of Notes 3 - 7  
\$ 2,071,644.27

Per Diem for Notes 3 - 7  
\$ 144.19841

## **Exhibit B2**

FILED  
LUCAS COUNTY

2009 AUG -3 P 3:19

COMMON PLEAS COURT  
SERVING CLERK  
100 N. STATE ST.

**COURT OF COMMON PLEAS  
LUCAS COUNTY, OHIO**

010200905956

The Huntington National Bank,

Plaintiff,

-vs-

Phil & Rebecca's, LLC,

Defendant.

) Case No. 00016573  
 )  
 ) Judge ASSIGNED TO JUDGE  
 )  
 )  
 ) **JUDGMENT ENTRY**  
 )  
 ) Thomas P. Dillon (0059899)  
 ) Stefanie E. Deller (0071347)  
 ) John N. MacKay (0002801)  
 ) SHUMAKER, LOOP & KENDRICK, LLP  
 ) North Courthouse Square  
 ) 1000 Jackson Street  
 ) Toledo, Ohio 43604  
 ) Telephone: (419) 241-9000  
 ) Fax: (419) 241-6894  
 ) E-Mail sdeller2@slk-law.com  
 )  
 ) Attorneys for Plaintiff

\* \* \*

This cause came before the Court upon the Complaint on Cognovit Notes ("Complaint") of Plaintiff, The Huntington National Bank, based upon three cognovit Promissory Notes ("Notes") issued or assumed by Defendant Phil & Rebecca's, LLC, formerly known as Phil & Jerry's, LLC, and currently also known as Phil and Rebecca's, LLC ("Phil & Rebecca's"), copies of which are attached to the Complaint as Exhibits 1, 2, and, 3.

Kurt J. Wicklund, an Ohio attorney, pursuant to warrants of attorney, filed confessions of judgment for and on behalf of Phil & Rebecca's as to the claims for relief in the Complaint. Based upon these filings, the Court finds that:

1. Notes 9 and 10 were duly executed by Defendant Phil & Rebecca's;
2. Note 8 was duly assumed by Defendant Phil & Rebecca's pursuant to a valid Assumption Agreement;
3. Each of the Notes and the Assumption Agreement contain a warrant of attorney to confess judgment and to waive process and errors;
4. Defendant Phil & Rebecca's has waived the issuing and service of process in this case and have confessed judgment on all claims for relief in favor of Plaintiff The Huntington National Bank for \$1,628,534.92, plus interest at the contract default rate of \$288.11461 per diem from July 7, 2009 until the entire amount of the judgment is paid in full, plus court costs and attorneys' fees of \$6,000.00; and,
5. Defendant Phil & Rebecca's has released and waived all exceptions, errors, and rights of appeal as to the claims for relief.

**It Is, Therefore, Ordered, Adjudged, And Decreed** that Plaintiff The Huntington National Bank is hereby granted judgment in its favor against Defendant Phil & Rebecca's in the aggregate sum of \$1,628,534.92, plus interest at the contract default rate of \$288.11461 per diem from July 7, 2009 until the judgment is paid in full on each of the Notes as follows:

Note	Count and Exhibit No.	Balance	Per Diem
8	1	\$972,993.98	\$175.94711
9	2	\$202,556.93	\$17.51389
10	3	\$452,984.01	\$94.65361

plus court costs and attorneys' fees of \$6,000.00

**It Is Further Ordered, Adjudged, And Decreed** that, under Civ. R. 54(B), the Court determines there is no just reason for delay in entering the judgment herein.

**It Is So Ordered.**

Dated: \_\_\_\_\_

Frederick H. McDonald  
\_\_\_\_\_  
Judge

## **Exhibit B3**

SEARCHED INDEXED  
SERIALIZED FILED  
APR 26 1977

2009 AUG 13 0302

**COURT OF COMMON PLEAS  
LUCAS COUNTY, OHIO**

The Huntington National Bank,

Plaintiff,

-VS-

Rockland Development, Ltd.,

Defendant.

) Case No. 010200706235  
)  
) Judge Assigned to Judge Gene Zmuda  
)  
) **JUDGMENT ENTRY**  
)  
) Thomas P. Dillon (0059899)  
) Stefanie E. Deller (0071347)  
) John N. MacKay (0002801)  
) SHUMAKER, LOOP & KENDRICK, LLP  
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) E-Mail sdeller2@slk-law.com  
)  
) Attorneys for Plaintiff

\* \* \*

This cause came before the Court upon the Complaint on Cognovit Notes ("Complaint") of Plaintiff, The Huntington National Bank, based upon four cognovit Promissory Notes ("Notes") issued by Defendant Rockland Development, Ltd. ("Rockland Development"), copies of which are attached to the Complaint as Exhibits 1, 2, 3, and 4.

Kurt J. Wicklund, an Ohio attorney, pursuant to warrants of attorney, filed confessions of judgment for and on behalf of Rockland Development as to the claims for relief in the Complaint. Based upon these filings, the Court finds that:

1. The Notes were duly executed by Defendant Rockland Development;
2. Each of the Notes contains a warrant of attorney to confess judgment and to waive process and errors;
3. Defendant Rockland Development has waived the issuing and service of process in this case and have confessed judgment on all claims for relief in favor of Plaintiff The Huntington National Bank for \$3,397,377.70, plus interest at the contract default rate of \$628.43452 per diem from July 27, 2009 until the entire amount of the judgment is paid in full, plus court costs and attorneys' fees of \$6,000.00;
4. Defendant Rockland Development has released and waived all exceptions, errors, and rights of appeal as to the claims for relief only.

**It Is, Therefore, Ordered, Adjudged, And Decreed** that Plaintiff The Huntington National Bank is hereby granted judgment in its favor against Defendant Rockland Development in the aggregate sum of \$3,397,377.70, plus interest at the contract default rate of \$628.43452 per diem from July 27, 2009 until the judgment is paid in full on each of the Notes as follows:

Note	Count and Exhibit No.	Balance	Per Diem
1	1	\$530,255.94	\$101.76874
2	2	\$486,702.15	\$56.07639
3	3	\$1,134,277.33	\$208.05381
4	4	\$1,246,142.42	\$262.53558

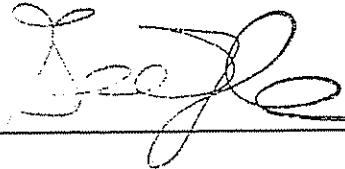
plus court costs and attorneys' fees of \$6,000.00

**It Is Further Ordered, Adjudged, And Decreed** that, under Civ. R. 54(B), the Court determines there is no just reason for delay in entering the judgment herein.

**It Is So Ordered.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge



## **Exhibit B4**

FILED  
LUCAS COUNTY

2009 AUG 13 0 3:02

COURT OF COMMON PLEAS  
LUCAS COUNTY, OHIO  
CLERK OF COURT

**COURT OF COMMON PLEAS  
LUCAS COUNTY, OHIO**

The Huntington National Bank,

Plaintiff,

-vs-

Rockland Development, Ltd.,

Defendant.

ST 3203936231  
Case No. Assigned to Judge Stacy L. Cook  
Judge \_\_\_\_\_  
JUDGMENT ENTRY  
Thomas P. Dillon (0059899)  
Stefanie E. Deller (0071347)  
John N. MacKay (0002801)  
SHUMAKER, LOOP & KENDRICK, LLP  
North Courthouse Square  
1000 Jackson Street  
Toledo, Ohio 43604  
Telephone: (419) 241-9000  
Fax: (419) 241-6894  
E-Mail sdeller2@slk-law.com  
Attorneys for Plaintiff

\* \* \*

This cause came before the Court upon the Complaint on Cognovit Notes ("Complaint") of Plaintiff, The Huntington National Bank, based upon two cognovit Promissory Notes ("Notes") issued by Defendant Rockland Development, Ltd. ("Rockland Development"), copies of which are attached to the Complaint as Exhibits 1 and 2.

Kurt J. Wicklund, an Ohio attorney, pursuant to warrants of attorney, filed confessions of judgment for and on behalf of Rockland Development as to the claims for relief in the Complaint. Based upon these filings, the Court finds that:

1. The Notes were duly executed by Defendant Rockland Development;
2. Each of the Notes contains a warrant of attorney to confess judgment and to waive process and errors;
3. Defendant Rockland Development has waived the issuing and service of process in this case and have confessed judgment on all claims for relief in favor of Plaintiff The Huntington National Bank for \$1,340,138.40, plus interest at the contract default rate of \$268.86193 per diem from July 27, 2009 until the entire amount of the judgment is paid in full, plus court costs and attorneys' fees of \$6,000.00;
4. Defendant Rockland Development has released and waived all exceptions, errors, and rights of appeal as to the claims for relief only.

**It Is, Therefore, Ordered, Adjudged, And Decreed** that Plaintiff The Huntington National Bank is hereby granted judgment in its favor against Defendant Rockland Development in the aggregate sum of \$2,586,280.802, plus interest at the contract default rate of \$531.39751 per diem from July 27, 2009 until the judgment is paid in full on each of the Notes as follows:

Note	Count and Exhibit No.	Balance	Per Diem
5	2	\$255,344.14	\$45.40077
6	3	\$1,084,794.32	\$223.46116

plus court costs and attorneys' fees of \$6,000.00

AUG 13 2009  
Dated: \_\_\_\_\_

It Is So Ordered.

Judge \_\_\_\_\_